

## **.Brand TLD Designation Application**

Internet Corporation for Assigned Names and Numbers ("ICANN")  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094  
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Airbus S.A.S. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .airbus TLD (the "Registry Agreement"), hereby applies for .airbus TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process, listed below, Specification 13 attached thereto, and all supplemental material accompanying this application is accurate and not misleading in any respect.

- The AIRBUS TLD (.airbus) is identical to the textual elements protectable under applicable law of a valid registered trademark
- The AIRBUS trademark is recorded with, and issued a signed mark data file by the Trademark Clearinghouse and meets all eligibility requirements.
- The AIRBUS trademark is owned and used by the Registry Operator and its Affiliates in the ordinary course of Registry Operator's and its Affiliates' business in connection with the offering of any of the goods and/or services claimed in the trademark registration.
- The AIRBUS trademark was issued to Registry Operator prior to the filing of its TLD registry application with ICANN.
- The AIRBUS trademark is used throughout the Term continuously in the ordinary course of business of Registry Operator in connection with the offering of any of the goods and/or services identified in the trademark registration.
- The AIRBUS trademark does not begin with a period or a dot.
- The AIRBUS trademark is used by Registry Operator in the conduct of one or more of its businesses that are unrelated to the provision of TLD Registry Services.
- Registry Operator has provided ICANN with an accurate and complete copy of such trademark registration. (see exhibit A).
- Only Registry Operator, its Affiliates or Trademark Licensees are registrants of domain names in the TLD and control the DNS records associated with domain names at any level in the TLD (see exhibit B).
- The TLD is not a Generic String TLD (as defined in Specification 11).

Registry Operator also represents that the trademark registration attached hereto as Exhibit A and the registration policies attached hereto as Exhibit B are complete and

accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13.

Questions about this request should be directed to [REDACTED]

Submitted by:	[REDACTED]
Position:	Head of Web & Images
Dated:	August 28 2014
Email:	[REDACTED]

**Exhibit A**

**Trademark Registration**

## CERTIFICATE OF REGISTRATION

The International Bureau of the World Intellectual Property Organization (WIPO) certifies that the indications appearing in the present certificate conform to the recording made in the International Register of Marks maintained under the Madrid Agreement and Protocol.



Ásta Valdimarsdóttir  
Head of the Operations Service  
Madrid Registry  
Brands and Designs Sector

Geneva, February 14, 2013

**1 112 012**

Registration date: **June 24, 2011**  
Date next payment due: **June 24, 2021**

Airbus S.A.S.  
1, Rond Point Maurice Bellonte  
F-31707 Blagnac Cedex  
(France).

*Contracting State or Contracting Organization in the territory of which the holder has a real and effective industrial or commercial establishment:* Germany

*Legal nature of the holder (legal entity) and place of organization:* SAS, France.

*Name and address of the representative:* Thomas POST c/o EADS Deutschland GmbH, Intellectual Property Management, 81663 München (Germany).

**AIRBUS**

*Indication relating to the nature or kind of mark:* standard characters

*List of goods and services - NCL(9):*

- |  |  |
|--|--|
| <p>3 Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices. ✓</p> <p>6 Common metals and their alloys; metal building materials; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; tool handles of metal; goods of common metal not included in other classes; missile projection systems for missiles made of metal, in particular missile projection ramps. ✓</p> <p>7 Aircraft engines; machines and machine tools especially for the manufacture and repair of vehicles and apparatus for locomotion by land, air and water and parts thereof and in particular for the manufacture and repair of aeronauti-</p> | <p>cal engines; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); turbines other than for land vehicles; (auxiliary) power units other than for land vehicles; parts and connecting elements (fittings) for the aforesaid goods; tools (parts of machines); machine tools; aeronautical machines. ✓</p> <p>8 Irons (non-electric hand tools); hand tools, hand-operated. ✓</p> <p>9 Software; computer programs; computers; data processing apparatus; scientific (except for medical purposes), nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments (included in this class); apparatus for recording, transmission or reproduction of sound or images; publications (electronic), downloadable; magnetic data carriers, magnet recording carriers; information processing equipment and computers; pre-recorded and blank discs, pre-recorded and blank audio and video cassettes; pre-recorded and blank compact discs; transmitters, receivers, apparatus for transmitting electronic and radio signals; transponders; navigation apparatus for vehicles; navigational instruments; satellite navigational apparatus; avionic instruments, equipment and systems related thereto; simulators for the steering and control of vehicles; flight simulation software; scientific satellites; satellites for receiving and transmitting radio signals; electric cables, fibre-optic cables; fuel dispensing pumps for service stations; sunglasses; satellites for scientific and commercial purposes; aeronautical appliances. ✓</p> <p>12 Vehicles; apparatus for locomotion by land, air, water and rail; aircraft; spacecraft; launch vehicles for spacecraft; air balloons; aerostructures included in this class; aeronautical apparatus; screw-propellers; military vehicles for transport, in particular by air; seat covers for vehicles; parts and connecting elements (fittings) for all aforesaid goods. ✓</p> <p>13 Firearms, ammunition and projectiles; missiles (projectiles); signalling rockets; explosives; fireworks. ✓</p> <p>14 Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes;</p> |
|--|--|

- jewellery, precious stones; horological and chronometric instruments; key rings and chains (trinkets or fobs). ✓
  - 16 Paper, cardboard and goods made from these materials, not included in other classes; printed matter; book binding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; pens; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks; flyers; posters; labels, not of textile; flags of paper. ✓
  - 17 Rubber, gutta-percha, gum and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes not of metal; carbon fibres, other than for textile use; plastic fibres, not for use in textiles. ✓
  - 18 Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; handbags; shopping bags; sport bags. ✓
  - 21 Household or kitchen utensils and containers; combs and sponges; mugs; cups; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes. ✓
  - 24 Textiles and textile goods, not included in other classes; fabric impervious to gases for aeronautical balloons; banners; flags, not of paper; furniture coverings of textile; covers (loose) for furniture; curtains of textile or plastic; fabrics for textile use; textile labels; textile material. ✓
  - 25 Clothing, footwear, headgear. ✓
  - 28 Games and playthings; gymnastic and sporting articles not included in other classes; scale model vehicles and their parts, in particular models of aircraft and in particular model aeroplanes; toy vehicles; paragliders; puzzles; playing cards. ✓
  - 35 Advertising; business management; business administration; office functions; commercial and organisational consultancy in the field of aeronautics; market research; marketing of aircrafts and parts thereof; organisation of exhibitions and trade fairs for commercial or advertising purposes; business management of participants of sporting events; organisation and arranging of sporting events for advertising and promotional purposes; advertising and promotional services including promotion of products and services of third parties through sponsorship arrangements. ✓
  - 36 Insurance; financial affairs; financing services; monetary affairs; hire-purchase financing; loans (financing); real estate affairs; financial sponsorship; valuation of patents; valuation of industrial rights and copyright. ✓
  - 37 Construction; repair, maintenance and dismantling, in particular in the field of vehicles and of apparatus for locomotion by land, air or water as well as driving motors; installation services; maintenance of computer hardware; vehicle service stations (refuelling and maintenance); refuelling of vehicles; air refuelling; maintenance of measuring instruments, jigs, tools and spares. ✓
  - 38 Telecommunications; pager and mobile phone services and other electronic communication services; communication services provided by means of fibre-optic networks; telecommunication services via satellite; communication services via computer terminals; provision of telecommunication connections to a global computer network; telephone communication services; transmission of news and information; rental of telecommunication apparatus; rental of apparatus for transmitting images; rental of modems; transmission of messages and images by means of computers; communication services by computer terminals, radio and TV broadcasting; mobile phone services; satellite transmission services; rental of access time to computer databases; rental of access time to computers for handling of data. ✓
  - 39 Transport; air transport; packaging and storage of goods; storage of aircrafts and parts of aircraft; travel arrangement; freighting; vehicle rental; air traffic management; traffic information; flight safety services, in particular the provision of information and advice regarding flight safety, technical and operational audits and risk management strategies; airport operation services, in particular airport management and organisation and guarantee and implementation of air traffic; air travel consultancy, in particular information about air travel; recovery and and parts of aircraft. ✓
  - 40 Recycling of aircrafts. ✓
  - 41 Education; training; training in the aeronautical field; arranging of airshows for educational and entertainment purposes; entertainment; sporting and cultural activities; video-tape film production. ✓
  - 42 Computer programming; industrial, scientific and technological services and research and design related thereto; industrial analyses; testing of installation of computer systems; computer programming for the creation and restoration of computerized data in databases; professional scientific and technological consultancy, non-business; engineering services, providing technical and industrial valuations, calculations, research and opinions in the field of science and technology; engineering, physics and chemistry services; technical consultancy, assessment, research, testing and monitoring in the field of technology, in particular transport, environmental protection, energy technology; material testing; provision of meteorological information, in particular weather forecasting; drafting, design and development of computer hardware and software; drafting and design of computer images; engineering (technical assessment); maintenance of software; mechanical research; aeronautical research; computer programming; technological flight simulation services; technical projects studies; technical research and consultancy; research and consultancy in the field of environmental protection; industrial design; design of interior decor; graphic arts designing; maintenance of computer software; testing services for the certification of quality or standards of vehicles; technical flight tests. ✓
  - 43 Services for providing food and drink; temporary accommodation; hotels; catering (food and drink); restaurants; cafés; snack-bars; cafeterias. ✓
  - 45 Exploitation of patents, in particular through granting of licences for industrial property rights; sale of patents; consultancy on security matters; negotiating and exploitation of industrial property rights and copyright, in particular through granting of licences to others for the use of industrial property rights and copyright; sale of industrial property rights and copyright. ✓
- Basic registration:* Germany, 24.06.2011, 30 2010 054 700.6/42.
- Designations under the Madrid Agreement:* Algeria.
- Designations under the Madrid Protocol:* Australia, European Union, Georgia, Iceland, Israel, Japan, Madagascar, Norway, Republic of Korea, Singapore, Sultanate of Oman, Turkey, United States of America, Uzbekistan.
- Designations under the Madrid Protocol by virtue of Article 9sexies:* Armenia, Bosnia and Herzegovina, China, Croatia, Cuba, Democratic People's Republic of Korea, Egypt, Islamic Republic of Iran, Kenya, Montenegro, Morocco, Mozambique,

Namibia, Republic of Moldova, Russian Federation, Serbia, Switzerland, Syrian Arab Republic, The former Yugoslav Republic of Macedonia, Ukraine, Viet Nam.

*Declaration of intention to use the mark:* Singapore, United States of America.

*Limitation of the list of goods and services:* Armenia, Bosnia and Herzegovina, Cuba, Algeria, Georgia, Croatia, Israel, Islamic Republic of Iran, Iceland, Kenya, Democratic People's Republic of Korea, Republic of Moldova, Montenegro, Madagascar, The former Yugoslav Republic of Macedonia, Mozambique, Namibia, Norway, Sultanate of Oman, Serbia, Syrian Arab Republic, Ukraine, Uzbekistan.

List limited to classes 7, 9, 12, 36, 37, 38, 39, 40, 41 and 42.

*Limitation of the list of goods and services:* Australia, Switzerland, Egypt, Morocco, Turkey, Viet Nam.

List limited to classes 7, 9, 12, 25, 28, 36, 37, 38, 39, 40, 41 and 42.

*Date of notification:* 19.04.2012

*Date of notification of the correction:* 14.02.2013

*Language of the international application:* English

---

03.04.13

**Exhibit B**

**TLD Registration Policies**

## **AIRBUS TLD REGISTRATION POLICY**

### **1. ELIGIBILITY**

Only Airbus S.A.S. and its Affiliates (and qualifying Trademark Licensees as defined in, and in accordance with Specification 13 of the Registry Agreement ("Specification 13") where applicable) are eligible to register a Domain Name under the **AIRBUS** TLD. If the Registrant ceases to be eligible at any time in the future, the Registry may cancel or suspend the licence to use the Domain Name immediately.

The registration of Domain Names must be approved by an authorized person(s) as nominated by the Registry ("Authorized Person") in addition to meeting all requirements under the Registry Rules.

The registration of Domain Names will be centralized and managed through the exclusive Registrar(s) selected by the Registry.

### **2. REQUIRED CRITERIA FOR DOMAIN NAME REGISTRATION**

An application for Domain Name registration must meet all the following criteria:

- (i) availability;
  - a. the Domain Name is not already registered
  - b. it is not reserved or blocked by the Registry
- (ii) technical requirements;
  - a. a maximum of 63 characters (after its conversion into the ASCII for IDNs);
  - b. use of characters selected from the list of supported characters as nominated by the Registry;
  - c. any additional technical requirements as required by the Registry from time to time
- (iii) compliance with all requirements under the Registry Rules.

### **3. OBLIGATION OF REGISTRANTS**

The Registrant must enter into an agreement with the Registrar for Domain Name registration under which the Registrant will be bound by the Registry Rules specified through the Registry-Registrar agreement as amended by the Registry from time to time.

The Registrant must also agree to be bound by the minimum requirements in clause 3.7.7 of 2013 ICANN Registrar Accreditation Agreement as amended from time to time ("2013 ICANN RAA").

The Registrant must represent and warrant that:

- (i) it meets, and will continue to meet, the eligibility criteria at all times and must notify the Registrar if it ceases to meet such criteria;
- (ii) the registration, renewal and use of the Domain Name does not violate any third party intellectual property rights, applicable laws or regulation;
- (iii) the registration and use of the Domain Name is made in good faith and for a lawful purpose;
- (iv) if the use of registered Domain Name is licensed to a third party,
  - a. the Registrant must have a licencing agreement with the licensee for the use of the Domain Name that is not less onerous than the obligation of the Registrant contained in the Registry Rules and otherwise complies with the requirements of Specification 13; and
  - b. where there is a breach of any provisions contained in the Registry Rules by the licensee of the Domain Name, Registry may revoke the Domain Name at its sole discretion.
- (v) it owns or otherwise has the right to provide all registration data (including personal information) for each Domain Name registered and provision of such registration data complies with all applicable data protection laws and regulations; and
- (vi) It has appropriate consent and licences to allow for publication of registration data in the WHOIS database.

### **4. REGISTRANT CONTACT INFORMATION**

The Registrant must provide complete and accurate contact information of the Registrant (in accordance with 2013 ICANN RAA), including but not limited to the following;



- (i) name of a company or organization (or full name of the Registrant if the Registrant is a natural person);
- (ii) registered office and principal place of business (or address of the Registrant if the Registrant is a natural person); and
- (iii) contact details of the Registrant including e-mail address and telephone number.

All Registrant contact information must be complete and accurate. Any changes to such Registrant information must be promptly notified to the Registrar, and no later than one (1) month of such change.

## **5. REVOCATION OF DOMAIN NAMES**

The Registrant acknowledges that the Registry may revoke a Domain Name immediately at its sole discretion:

- (i) in the event the Registrant breaches any Registry Rules;
- (ii) to comply with applicable law, court order, government rule or under any dispute resolution processes;
- (iii) where such Domain Name is used for any of the following prohibited activities (Prohibited Activities):
  - a. spamming;
  - b. intellectual property and privacy violations;
  - c. obscene speech or materials;
  - d. defamatory or abusive language;
  - e. forging headers, return addresses and internet protocol addresses;
  - f. illegal or unauthorized access to other computers or networks;
  - g. distribution of internet viruses, worms, Trojan horses or other destructive activities; and
  - h. any other illegal or prohibited activities as determined by the Registry.
- (iv) in order to protect the integrity and stability of the domain name system and the Registry;
- (v) to comply with Specification 13;
- (vi) as required by ICANN Consensus Policy;
- (vii) where such Domain Name is placed under reserved names list at any time; and
- (viii) where Registrant fails to make payment to the Registrar for registration, renewal or any other relevant services.

## **6. USE OF SECOND OR THIRD LEVEL IDNS**

In addition to meeting all required criteria for registration of domain names above, an application for an IDN Domain Name must:

- (i) comply with any additional registration policy on IDNs for each language;
- (ii) meet all technical requirement for the applicable IDN;
- (iii) comply with the IDN tables used by the Registry as amended from time to time; and
- (iv) meet any other additional technical requirements as required by the Registry.

## **7. USE OF GEOGRAPHIC NAMES**

All two-character labels and country and territory names will be initially reserved in accordance with specification 5 of the Registry Agreement. Upon approval from ICANN and any other guidelines by applicable governments and ICANN's Governmental Advisory Committee, the Registry may release the two-character labels and country and territory names in accordance with Airbus S.A.S.'s response to Question 22 Geographic Names.

## **8. RESERVED NAMES**

The Registry may place certain names in its reserved list from time to time where:

- (i) the Registry believes in its sole discretion that use of such names may pose a risk to the operational stability or integrity of the Registry;
- (ii) in accordance with ICANN's specifications contained in the Registry Agreement, guidelines or recommendations;
- (iii) there is a risk of trademark infringement or where the name otherwise may cause confusion taking into consideration the mission and purpose of the TLD; or
- (iv) the Registry in its sole discretion decides certain names to be reserved for any reason.

## **9. ALLOCATION OF DOMAIN NAME**

The Registry will register Domain Names on a first-come, first-served basis in accordance with the Registry Rules. The Registry does not provide pre-registration or reservation of Domain Names.

## **10. TERM OF REGISTRATION / RENEWAL**

### Initial term of registration:

A Domain Name can be registered for a period between one (1) to ten (10) years. Upon registration of a Domain Name, the Registrant holds a licence to use the Domain Name for the registration period.

### Renewal of registration:

The term may be extended at any time for a period between one (1) to ten (10) years, provided that the total aggregate term of the Domain Name does not exceed ten (10) years at any time.

### Cancellation of registration:

The Registrant may cancel a Domain Name registration at any time by submitting its request in writing with the Registrar.

### Auto-renewal:

Upon expiry of the Domain Name, the Registry will auto-renew the Domain Name for a one year term (1) year term unless the Registrant submits its intention not to renew the Domain Name.

The Registry will implement the business rules for the renewal of Domain Names documented in appendix 7 of the .com Registry Agreement, as amended from time to time.

## **11. TRANSFER OF DOMAIN NAMES BETWEEN REGISTRANTS**

Any transfer of a Domain Name between Registrants must be approved by the Registry through the Registrar in accordance with the Registry Rules.

## **12. PRIVACY AND DATA PROTECTION**

By registering a Domain Name, the registrant authorizes the Registry to process personal information and other data required for the operation of the TLD. The Registry will only use the data for the operation of the Registry including but not limited to its internal use, communication with the Registrant or the Registrar, and provision of WHOIS look-up facility.

The Registry may only transfer the data to third parties:

- (i) with the Registrant's consent;
- (ii) in order to comply with laws, regulations or orders by a competent public authority and any Alternative Dispute Resolution (ADR) providers; or
- (iii) for a publicly available and searchable WHOIS look-up facility, in accordance with specification 4 of the Registry Agreement.

## **13. WHOIS**

The Registry provides a publicly available and searchable WHOIS look up facility, where information about the Domain Name's status (including creation and expiry dates), and registrant, administrative and the technical contact administering the Domain Name can be found, in accordance with specification 4 of the Registry Agreement.

In order to prevent misuse of the WHOIS look up facility, the Registry requires that any person submitting a WHOIS database query will be required to read and agree to the terms and conditions, which will provide that:

- (i) the WHOIS database is provided for information purposes only; and
- (ii) the user agrees not to use the WHOIS information to allow or enable the transmission of unsolicited commercial advertising or other communication via email or other methods to the Registrants.

## **14. DISPUTE RESOLUTION**

The Registrant agrees to be bound by ICANN's Dispute Resolution Policies in respect of all disputes in connection with the Domain Name.

## **15. COMPLIANCE WITH CONSENSUS AND TEMPORARY POLICIES**

The Registrant agrees to be bound by all applicable consensus and temporary policies as required and mandated by ICANN.

## **16. DEFINITIONS**

**Affiliate** *has the same meaning as defined in Registry Agreement.*

**Domain Name** *means a domain name registered directly under the **AIRBUS** TLD or for which a request or application for registration has been filed with the Registry;*

**ICANN's Dispute Policy** *means the dispute policy currently known as the Uniform Domain Name Dispute Resolution Policy (UDRP) issued and as may be updated from time to time by the Internet Corporation of Assigned Names and Number (ICANN) and the Uniform Rapid Suspension (URS) (see Specification 7 of the Registry Agreement).*

**Registrar** *means an ICANN accredited registrar which enters into an exclusive Registry-Registrar agreement for the TLD, and which provides domain name registration services to Registrants;*

**Registry** *means ("Airbus S.A.S.");*

**Registry Agreement** *means the agreement between the Registry and ICANN;*

**Registry Rules** *mean:*

- (i) this Registration Policy as amended by the Registry from time to time; and*
- (ii) any rules and regulations provided and amended by the Registry from time to time.*

**Registrant** *means a natural person, company or organization who holds a Domain Name registration or who has requested or applied for the registration of a Domain Name.*

**Exhibit C**

**Signed Mark Data File ID Number**

**[REDACTED]**